

AG Contract No. KR95 2114TRN
ADOT ECS File No. JPA 95-167
Project: HX 040 01C
Section: SR-95 @ Acoma Blvd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 22 MARCH, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF LAKE HAVASU CITY, acting by and through its MAYOR and
CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to construct, operate and
maintain a new traffic signal light warranted on SR-95 at the
intersection of Acoma Boulevard, at an estimated cost of
\$120,000.00, hereinafter referred to as the Project, for the
safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20592</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/22/96</u>
<u>Gene A. Hall</u> Secretary of State
By <u>Vicky Greenawald</u>

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Invoice the City for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00.

d. Upon completion and acceptance of the Project, provide traffic signal maintenance.

2. The City will:

a. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the City.

b. Advance the State fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00, within 30 days after receipt of an invoice.

c. Upon completion and acceptance of the Project by the State, provide traffic electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Lake Havasu
City Manager
1795 Civic Center Blvd.
Lake Havasu City, AZ 86403


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF LAKE HAVASU CITY

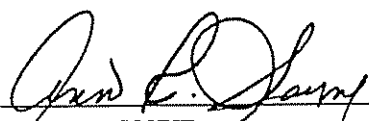
STATE OF ARIZONA

Department of Transportation

By 
RICHARD L. HILEMAN
Mayor

By 
CHARLES K. EATON
State Traffic Engineer

ATTEST


By 
ANN R. SAYNE
City Clerk

610
7sep

RESOLUTION

BE IT RESOLVED on this 7th day of September 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Lake Havasu City for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal on SR-95 at the intersection of Acoma Blvd.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for LARRY S. BONINE
Director

**RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN
LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR
THE DESIGN AND CONSTRUCTION OF A TRAFFIC SIGNAL AND ASSOCIATED
IMPROVEMENTS AT THE INTERSECTION OF SOUTH ACOMA BOULEVARD WITH
STATE ROUTE 95**

WHEREAS, Lake Havasu City and the Arizona Department of Transportation wish to establish an Intergovernmental Agreement for the design and construction of a traffic signal and associated improvements at the intersection of South Acoma Boulevard with State Route 95; and

WHEREAS, the purpose of the agreement is to jointly fund the design and construction of a traffic signal and associated improvements at the intersection of South Acoma Boulevard with State Route 95; and

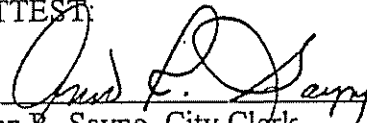
WHEREAS, the City and the Arizona Department of Transportation have the existing powers pursuant to A.R.S. § 11-951, et. seq;

THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation for the design and construction of a traffic signal and associated improvements at the intersection of South Acoma Boulevard with State Route 95;

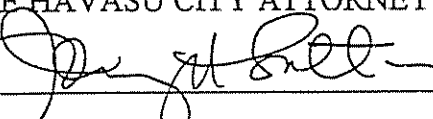
PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 28th day of February 1996.

APPROVED: 
R. L. Hileman, Mayor

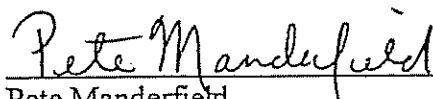
ATTEST:


Ann R. Sayne, City Clerk

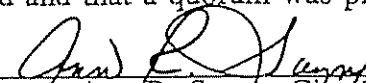
APPROVED AS TO FORM
LAKE HAVASU CITY ATTORNEY'S OFFICE:

By: 

REVIEWED BY:


Pete Manderfield
Acting Public Works Director

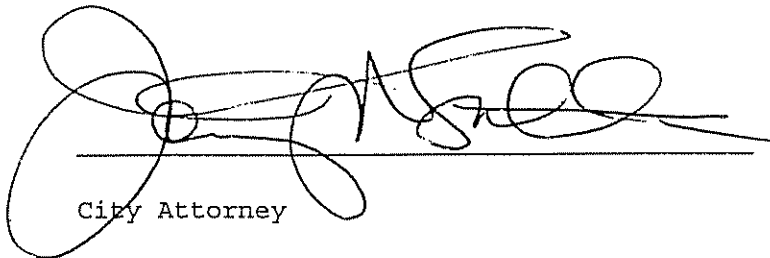
I hereby certify that the foregoing is a true, complete and accurate copy of a resolution duly passed and adopted by the Lake Havasu City Council at their Regular Meeting held on the 28th day of February, 1996. I further certify that the meeting was duly called and that a quorum was present.


Ann R. Sayne, City Clerk

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF LAKE HAVASU CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 15th day of February, 1996



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR95-2114-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of March, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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